

DATE: 3/02/2010

INVITATION TO BID
THIS IS NOT AN ORDER

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BID NO.: 50-00096947

JEFFERSON PARISH

Solicitation #B2010000057

PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

VENDOR:

BUYER: D. Nelson

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETN, LA 70053 UNTIL 2:00 PM, 3/25/2010 AND PUBLICLY OPENED UPON COMPLETION OF ADMINISTRATIVE TASKS.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES DISQUALIFY BID.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. THIS BID PACKAGE MUST BE RETURNED IN ITS ENTIRETY.

Questions on this bid are to be faxed to (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH will accept one bid only from each vendor. Items bid must meet or exceed specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection.

If the bid exceeds \$20,000.00 and the bidder is an agency, corporation, partnership, or other legal entity, the president, vice-president, secretary/treasurer, or an authorized agent, shall sign the proposal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership, or other legal entity shall be attached to the proposal.

AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

Visit our website at WWW.JEFFPARISH.NET/BIDS

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

JEFFERSON PARISH requires a firm price. Quoted price will remain firm until _____

PRICES: Jefferson Parish is exempt from paying sales tax under LSA-RS 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. If a contractor is to act as Purchasing Agent for tax-exempt purposes, the Parish shall specifically state so within this bid specification. All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

RESPONSE TO INVITATION: If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 105529 or 105530 dated 5/17/06. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053.

POSTING OF BIDS: Non-Advertised bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA, for a period of Five (5) working days after opening date.

Advertised bids will be tabulated and a copy forwarded to each responsive bidder.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

12,13,14,15,16

1. All bidders are invited to attend the pre-bid conference. Failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. This conference is held to allow questions to be answered and inspect the site with owner's representative, etc. Failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification (with no additional cost to the owner).
2. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.
3. A Louisiana state contractor's license may be required in accordance with LSA-R.S. 37:2150 et seq.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
5. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
6. All awards in excess of \$5,000.00 for the construction, alteration, or repair of any public works will be reduced to a formal contract which shall be recorded at the contractor's expense. A price list of recordation costs may be obtained from the Clerk of Court and Ex-officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 reduced to formal contract will require a performance bond.
7. A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. Performance bond shall be supplied at the signing of the contract.
8. Please indicate if you have insurance: YES _____ NO _____
Successful bidder will be required to furnish proof of insurance to this office.
Successful bidder will be required to furnish Federal I.D. Number.
9. Minimum insurance requirements for this bid are as indicated on the attached sheet.
10. Each bid must be accompanied by a cashier's check, certified check, money order, or surety bid bond in the amount of 5% of the bid.
11. Affidavit required to be submitted with bids on all solicitations for construction, alteration or demolition of public building or project. (LSA-R.S. 38:2224)
12. This is a requirements contract to be provided on an as needed basis.
13. All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF _____.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

14. In the event that the successful bidder cannot furnish a specific item or material and labor in the required time, JEFFERSON PARISH may purchase on an emergency basis from the next lowest bidder, or available source, until such time as the successful bidder has notified the PARISH in writing that his stock or labor capability has been replenished. The difference in price will be charged against the successful bidder of this contract, and evidence of purchases and price will be provided.
15. Vendor will be required to submit to the chief buyer of the JEFFERSON PARISH Purchasing Department a quarterly usage report by item of all items listed on this proposal.
16. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK _____

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

***** ALL BIDDERS MUST COMPLETE SECTION BELOW *****

FIRM NAME:

SIGNATURE:

(Must be signed here)

TITLE:

PRINT OR TYPE NAME:

ADDRESS:

CITY, STATE:

ZIP:

TELEPHONE:

()

FAX:

()

EMAIL ADDRESS:

TOTAL PRICE OF ALL BID ITEMS: \$ _____

THIS BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY/FIRM FOR BID TO BE VALID. BID PACKAGE, INCLUDING INSTRUCTIONS AND SPECIFICATIONS, MUST BE RETURNED IN ITS ENTIRETY FOR BID TO BE VALID. SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the bid number and bid opening date indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00096947

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			<p>TWO (2) YEAR CONTRACT TO PROVIDE MUSIC COMPACT DISCS FOR THE JEFFERSON PARISH</p> <p>LIBRARY DEPARTMENT</p>		
1	1	EA	0010 - DISCOUNT - From Publishers non-freight pass through list prices.		
2	2	YR	0020 - Yearly cost of inventory/ electronic ordering service.		
3	2800	EA	0030 - Alternate 1 - Cataloging Costs - Cost for providing cataloging records.		
4	2800	EA	0040 - Alternate 2 - Cataloging Costs Cost for production and application of spine label.		
5	2800	EA	0050 - Alternate 3 - Processing Costs Cost for applying security.		
6	2800	EA	0060 - Alternate 4 - Processing Cost Cost for applying barcode.		
7	2800	EA	0070 - Alternate 5 - Processing Cost Cost for applying property label.		
8	2800	EA	0080 - Alternate 6 - Processing Cost Cost for applying mylar shield.		
9	1	EA	<p>0090 - Delivery Time _____ percentage of titles delivered within 15 working days from receipt of order.</p> <p>NOTE: THIS PERCENTAGE WILL NOT BE USED IN DETERMINING THE BID AWARD.</p> <p>NOTE: BID WILL BE AWARDED AS PER SECTION 5.0 BID AWARD OF THE BID SPECIFICATIONS.</p>		

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00096947

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			NOTE: COST OF ALTERNATE SERVICES MAY NOT BE CONSIDERED IN THE AWARD OF THIS BID.		

A TWO YEAR CONTRACT TO PROVIDE MUSIC COMPACT DISCS FOR THE JEFFERSON PARISH LIBRARY DEPARTMENT.

This contract is for new music compact discs only.

Effective for the date of formal acceptance by the Jefferson Parish Council.

Section 1.0 Specifications

Contract shall be for a period of two (2) years.

Discount must be from Publishers' non-freight pass through list prices.

All compact discs will be 4-3/4" sound only CDs. Interactive CD-ROM, DVD and audio/video combination formats are excluded. Compact discs will provide only audio sound when played on a standard CD player.

Prospective bidders must have an inventory of at least 50,000 titles on major labels in all music genres. A copy of the current printed catalog, or access to the online equivalent, must accompany bid in order for bid to be considered.

It must be understood and agreed that the estimated dollar expenditures listed shall not be considered as literally binding on the Parish of Jefferson. The dollar amount expended may be lesser or greater than stated.

Approximately 2800 music CDs will be purchased per year using this contract.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Section 2.0 Ordering

Vendors must have an online electronic inventory system that the library can search before ordering. Online inventory shown on this system must give stock levels in real time. Cost for online searching must be a one-time yearly charge and must not be on a per-use or per-hour basis. Temporary access, at no charge, to online inventory system may be required for consideration of proposal.

Vendors must provide online electronic ordering. A report of the status of the order must be given at the time of the order. Online ordering must be compatible with SirsiDynix Horizon 7.3 and Symphony. Orders created in Dynix Horizon must be able to be uploaded directly to vendor via EDIFACT.

Confirmation of EDIFACT orders must be available within twenty-four (24) hours of receipt of order.

Section 3.0 Shipping and Billing procedures:

- A) All materials delivered will be packed in a substantial manner in accordance with accepted trade practice.
- B) No service or stocking fees may be added to this discounted price. Discounted price must include any shipping. Library will not pay any additional shipping charges.
- C) GUARANTEE POLICY: Minimum thirty (30) day replacement or refund.
- D) CDs found to be defective, damaged in shipment, processed incorrectly by vendor, or not as ordered must be accepted for return with postage paid by vendor. Credit memo must be issued and replacements re-billed when shipped. Vendor must pay all return shipping charges. Reimbursement or credit memos will not be acceptable. "Call tags", prepaid postage stickers or the equivalent must be provided. Each credit memo must reflect a single purchase order.
- E) No substitutions for titles and/or versions ordered will be accepted.
- F) Each purchase order must be invoiced and shipped separately.
- G) Invoices must be provided in duplicate. Library prefers titles be listed alphabetically. Invoice must show purchase order number, title, quantity shipped, manufacturers' suggested retail price (U.S. Market), discount allowed, and net price.
- H) In stock items must be shipped within ten (10) working days of receipt of order whether all titles ordered are available or not.
- I) All copies of a particular title must be shipped at the same time.
- J) The library reserves the right to cancel any titles or orders without penalty prior to their being shipped by vendor.
- K) Bidder will report any titles outstanding ninety (90) days from the date of the order, citing purchase order number.
- L) All Compact Discs will be in standard packaging with cover art included and guaranteed new only.
- M) Freight-On-Board (FOB) Delivered destination.

DELIVERY TIME APPLIES TO IN PRINT AND AVAILABLE MATERIAL.

Section 4.0 Discount

Any library compact discs discounts that may be preferred will be based on manufacturers' retail (U.S. market). Prices bid will be net including delivery F.O.B. designated location.

No service or stocking fees may be added to this discounted price. Discounted price must include any shipping. Library will not pay additional shipping charges.

Section 5.0 Bid Award

Bid will be awarded on the basis of the discount given for Item 0010. Cost of online searching (Item 0020) may be a secondary factor in awarding of bid. Cost of alternate services may not be considered in the award of this bid.

All bidders will include with this bid a list of customers for whom vendor has provided similar processing and label application.

Section 6.0 Alternate One – Cataloging

Vendor must have the ability to provide machine readable bibliographic records for all titles ordered/shipped. The Library should have the choice between cataloging records only, or records with item linking.

Vendor shall state costs individually for providing cataloging records, and production and placement of spine labels. Applicable discounts from publishers' non-freight pass-through list prices will apply to cataloged and processed CDs.

Vendor shall provide cataloging of CDs. Cataloging includes providing cataloging (MARC) records, assigning a call number (Dewey Decimal) and Cutter number/author letters according to Jefferson Parish Library guidelines, and printing and placing spine labels.

NOTE: All call numbers used for CDs must have a CD prefix to distinguish them from other media and books.

Spine label shall be placed on spine of cover art of CD. Complete call number, including CD prefix, as well as Cutter number/author letters must be printed on spine label.

Section 7.0 Alternate 2 - Processing

Vendor shall state costs individually for application of security, barcodes and clear mylar shields. Applicable discounts shall apply to processed CDs.

Processing costs listed are additional unit cost and will not be included in the list price or discounted price of an item.

Security strips applied to CD must be compatible with system in use by library (currently 3M).

Barcodes shall be affixed to side one of the compact disc, to the case and to the cover art.

“Property of Jefferson Parish Library” labels shall be applied to CD in accordance with Jefferson Parish Library guidelines.

The clear mylar shield shall be affixed over the barcode to side one of the compact disc.

NOTE: Due to the need for sequential numbering and standardization of supplies, Jefferson Parish Library shall supply barcodes and property labels.

After contract is awarded, library will provide a sample CD showing correct placement of security, barcodes, labels, and mylar shields.